

**COST SHARING AGREEMENT FOR THE
CENTRAL VALLEY PROJECT IMPROVEMENT ACT**

BY AND BETWEEN

**THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION AND U.S. FISH AND WILDLIFE SERVICE
AND
THE STATE OF CALIFORNIA
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

This Cost Sharing Agreement (Agreement) is entered into this ____ day of _____, 2023, pursuant to Section 3406(h) of the Central Valley Project Improvement Act of October 30, 1992, Title XXXIV of Pub. L. No. 102-575 (CVPIA) between the United States Department of the Interior, represented by the U.S. Bureau of Reclamation (Reclamation) and the U.S. Fish and Wildlife Service (FWS) and the State of California, represented by the California Department of Water Resources (DWR) and the California Department of Fish and Wildlife (DFW), hereinafter referred to individually as “Party” and collectively as “Parties” in this agreement.

The Parties entered into a Sharing of Costs Agreement for Mitigation Projects and Improvements (SCAMPI) (Agreement No. 4600008416) on June 27, 1994 pursuant to Section 3406(h) of the CVPIA. SCAMPI I expired on December 31, 2014. The same parties entered into a second agreement, SCAMPI II (Agreement No. 4600010825), on December 23, 2014, which expired on December 31, 2020. The Parties implemented numerous habitat restoration actions during the term of both agreements. The Parties desire to continue these cooperative efforts pursuant to this Agreement.

PURPOSE. This Agreement establishes a cooperative approach to the continued implementation of the various projects and programs for habitat protection, restoration and enhancement required by the Central Valley Project Improvement Act (CVPIA or Act), Title XXXIV of Public Law 102-575. The Parties desire to work collaboratively on reporting expenditures from projects and programs required by the CVPIA and/or that support the goals of the CVPIA for the protection, restoration and enhancement of fish and wildlife resources, and in particular, those projects and programs that include a State cost share.

TERM. This Agreement shall remain in effect unless terminated upon written mutual agreement of the Parties.

SCOPE OF AGREEMENT. This Agreement provides a framework for the Parties to track and reconcile CVPIA expenditures incurred annually. Annual reconciliation by the Parties will be achieved through submission of financial records documenting expenditures through respective official financial system reporting. Expenditures will be summarized, documented, and acknowledged by Reclamation annually.

PROCESS. The Parties, by December 31, will annually provide reports detailing all CVPIA-related expenditures, including the statutory authority for each expenditure, and supporting financial data generated from an official financial reporting system. Expenditures may include direct costs or in-lieu services. Exhibit C, which may be updated without amendment to this Agreement, provides the list of required reporting elements and example reports.

If any Party funds a restoration action in excess of its cost share, those expenditures may be applied to meeting cost share for other restoration actions that supplement existing programs and materially contribute to the attainment of the goals and objectives of the CVPIA, as determined by Reclamation on behalf of the Secretary of the Interior. Exhibit A, which may be updated without amendment to this Agreement, provides a summary of the cost share provisions of CVPIA and a general list of restoration activities. Exhibit B, which may be updated without amendment to this Agreement, provides a list of actions that materially contribute to the attainment of the goals and objectives of the CVPIA.

All Parties may include, as part of its cost share requirement for CVPIA related expenditures, any funds provided to or from local agencies for implementation of the CVPIA restoration actions. Any such expenditures shall be reported in the same manner as other expenditures for CVPIA related actions.

DISPUTE RESOLUTION. In the event of a dispute regarding interpretation or implementation of this Agreement, a party shall provide written notice of the dispute to the other Party. The Parties shall endeavor to resolve the dispute by meeting within 30 days of the written notice, or at a later date, by mutual written agreement by the Parties. The representative for each party to this meeting shall be an individual authorized by that party to resolve interpretation of this Agreement or implementation issues. If the dispute is unresolved following the meeting, the Directors or their designees shall meet within 30 days (Directors' meeting), or at a later date, by mutual written agreement of the Parties, after the initial meeting to resolve the dispute. If the dispute remains unresolved after the Directors' meeting, the Parties may elect to terminate this Agreement in writing. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that any party may have.

GENERAL PROVISIONS

- A. Nothing in this Agreement is intended to affect any Parties' obligations under existing laws.
- B. Nothing in this agreement shall preclude the Parties from settling costs associated with previous SCAMPI agreements.
- C. Nothing in this Agreement is intended to prevent the Parties from moving forward with implementation of a habitat restoration action in the absence of another party having obtained an appropriation or other funding for that action; provided that cost share obligation or credit for such action may apply if determined applicable as provided by this Agreement.
- D. Modifications. The Parties may modify this Agreement by mutual agreement in writing.

- E. The Parties' participation in this Agreement is subject to available appropriations by Congress, funding made available through the State's normal budget process, or otherwise, and no liability shall accrue to any Party for any action arising from this Agreement for failure to perform any obligation under this Agreement in the absence of such appropriations.
- F. This Agreement is not a commitment of funding by any party. The Parties' may enter into separate funding agreements following the required Federal and State acquisition laws and regulations, including but not limited to 2 CFR 200 Subpart E for any project covered under this Agreement.
- G. This Agreement is effective upon execution by all Parties.

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SIGNATURE CLAUSE

This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

Approved as to Legal Form and Sufficiency

Office of Regional Solicitor
Department of the Interior
Bureau of Reclamation

THE STATE OF CALIFORNIA

Karla Nemeth, Director
California Department of Water Resources

Date:

Charlton H. Bonham, Director
California Department of Fish and Wildlife

Date:

Approved as to Legal Form and Sufficiency

Office of Legal Services
Department of General Services
State of California

THE UNITED STATES OF AMERICA

Ernest A. Conant, Regional Director
California-Great Basin Region
U.S. Bureau of Reclamation

Date:

Paul Souza, Regional Director
California-Great Basin Region
U.S. Fish and Wildlife Service

Date: